

Telecommunications Services Terms and Conditions | MEVSPACE

1. General Provisions

1. This document (hereinafter referred to as the “Terms and Conditions”) sets forth the general conditions for the provision of telecommunications services, including: Internet access, fiber optic leasing, data transmission services, BGP, IP address leasing, and related additional services provided via the website www.mevspace.com, its domains, and other sales channels, if made available (hereinafter collectively referred to as the “Services”).
2. The Service is provided by MEVSPACE Sp. z o.o., based in Warsaw (02-928), at Augustyna Locciego 33, registered in the National Court Register – Register of Entrepreneurs maintained by the 13th Commercial Division of the District Court for the Capital City of Warsaw under KRS number 0000346299; VAT ID (NIP) 7282739782; REGON number 100818967 (hereinafter referred to as the “Service Provider”).
3. The Service is intended for both consumers, i.e., natural persons entering into an agreement for the provision of the Service for purposes not directly related to their business or professional activity (hereinafter referred to as the “Consumer”), and for entrepreneurs, i.e., natural persons, legal entities, or other organizational units registered in legally provided registers, possessing a VAT ID (NIP) and conducting business or professional activities in their own name (hereinafter collectively referred to as the “User”).
4. Users utilizing the Service Provider’s services are obliged to comply with these Terms and Conditions.

2. Commencement of Service Provision - Registration in the Client Panel

1. The condition for using the Services is registration on the website www.mevspace.com (including its domains), entering into an agreement for the provision of telecommunications services, and payment of the pro forma invoice in the case of prepaid Services.
2. Registration is a process aimed at creating the User’s Account (hereinafter: “User Account”) and is necessary for placing orders, submitting requests, managing purchased Services, and purchasing new Services offered by the Service Provider through the Client Panel (hereinafter: “Client Panel”).
3. The User Account is an account that is uniquely assigned to the User for the use of the services offered by the Service Provider. The User can log in to it using the assigned username, password, and a dynamically generated two-factor authentication (2FA) verification code. Through this account, the User can manage the purchased Services.
4. During registration in the Client Panel, the User is required to provide: a current email address, which cannot later be modified, the NIP number, and other information required for the proper issuance of a sales document.
5. The Client Panel provides the User with the ability to create sub-accounts for managing Services. Each sub-account created by the User (hereinafter: “Sub-account”) has a unique email address, password, and a dynamically generated two-factor authentication (2FA) verification code.
6. In the event of a change in data necessary for the proper delivery of Services, the User is required to update them immediately after the change occurs by providing new data to the email address: info@mevspace.com. Only the address within the country or tax residence



country can be changed. Other data (i.e., company name, NIP number, first and last name) and any address change affecting tax residence must be updated by creating a new account and undergoing a free transfer process, as described in Section 13.

7. Any correspondence sent to the User's last provided address or email address shall be deemed to have been delivered.
8. The Service Provider may request the User to provide documents confirming the data provided during registration or updated data in the form specified by the Service Provider.
9. The User may request the deletion of the User Account by using the appropriate function after logging into the Client Panel. The User Account will be deleted after the time required to fulfill the Service Provider's legally justified interests (GDPR).
10. Correspondence between the User and the Service Provider and all orders related to the Service are conducted electronically via the Client Panel or via email sent from an authorized email address registered in the Client Panel. Orders from other email addresses will not be processed.

3. Order, Conclusion, and Performance of the Agreement

1. The use of the Service is subject to a fee according to the price list posted on the website www.mevspace.com (hereinafter referred to as the "Price List") or according to prices determined based on an individual quotation. Changes to the Price List do not constitute an amendment to the Terms and Conditions.
2. Standard offers, parameters, and the availability of Services are presented on the website www.mevspace.com. Detailed conditions for the provision of Services are established by the User's selection of the Service options.
3. Through the website www.mevspace.com, the User can send an inquiry regarding individual arrangements for the scope of Services to the Service Provider at the email address: info@mevspace.com.
4. The agreement for the provision of Services is concluded in electronic form (hereinafter: the "Agreement"). The Service Provider also allows for the possibility of concluding the Agreement in written form.
5. A User applying to enter into the Agreement must demonstrate their entitlement to install devices owned by the Service Provider at the installation site of these devices.
6. The period for which the Service has been ordered is specified in the Agreement.
7. The period for which the Service has been ordered is counted from the activation date of the Service.
8. Agreements for prepaid Services are concluded for a period of 1, 3, 6, or 12 months, with accuracy to the hour of conclusion. After this period, the Agreement automatically terminates unless renewed according to the rules set out in this section. By renewing the Agreement, it is meant the conclusion of a new Agreement for the next period identical to the previous one to continue the Service, unless the User informs the Service Provider via email or in writing of the intention to change the service period.
9. Renewal of a prepaid Agreement occurs when payment for the pro forma invoice for the next period, identical to the previous one, is credited to the Service Provider's account before the current Agreement expires, directly following the contracted period in the current Agreement.
10. The prepaid Service will be activated within 72 hours (or within another time specified on the website www.mevspace.com), excluding statutory holidays, from the moment the payment for the pro forma invoice is credited to the Service Provider's account.



11. Activation of the prepaid Service occurs after the payment is credited in the Service Provider's system.
12. The commencement of the postpaid Service provision takes place on the day the Service is activated, understood as the technical installation of devices owned by the Service Provider and the activation of the Service along with the signing of a protocol by both parties confirming the installation of such devices and the correct functioning of the Service, provided that the installation of devices provided by the Service Provider occurs only when the Service requires such installation. The activation date is agreed upon in the Agreement. In the event of unjustified non-participation of the User in the Service activation or refusal to sign the protocol by the User, the Service Provider is entitled to unilaterally activate the Service and sign the protocol. In the event of the User submitting justified objections to the Service activation in writing, which are acknowledged by the Service Provider, the Service Provider will set a new activation date.
13. An Agreement concluded for a fixed period may be terminated by mutual agreement of the Parties.
14. The Service Provider has the right to terminate the Agreement without notice if the User fails to pay the fees for the provision of the Service within the deadlines specified in the Agreement and in the event of a breach of the Terms and Conditions by the User, provided that the User has been previously requested to cease the violations and given at least seven (7) days to comply, unless the actions of law enforcement agencies, administrative bodies, or the court prevent further provision of the Service.
15. The User has the right to terminate the Agreement without notice if the Service Provider fails to activate the Service within the specified period, despite the User fulfilling all obligations under the Terms and Conditions related to the Service activation procedure, and in the event of a breach of the Terms and Conditions by the Service Provider, provided that the User has previously requested the Service Provider to cease the violations and has given at least seven (7) days to comply.
16. In relation to Users who are consumers, micro-enterprises, small enterprises, or non-governmental organizations as defined in Article 3(2) of the Act of April 24, 2003, on Public Benefit Activities and Volunteering, benefiting from consumer rights, in cases where significant, permanent, or frequent discrepancies occur between the actual provision of telecommunications services (excluding internet access services) and the terms specified in the Agreement, such a User, after exhausting the complaint procedure, may, in addition to their right to pursue claims for improper performance of the Agreement, terminate the Agreement due to the Service Provider's fault. In such cases, the Service Provider is not entitled to compensation for early termination of the Agreement.
17. An Agreement concluded under individual terms, as referred to in Article 293(2) of the Act of July 12, 2024 – Electronic Communications Law (hereinafter: "PKE"), specified in the Agreement, may be terminated on the terms and within the time frame set forth in the Agreement. This provision does not apply to consumers.
18. Statements regarding the termination of the Agreement or changes to its duration may be submitted via email to the email address indicated by the Parties or in writing to the business or residence address of the Parties.
19. Equipment provided to the User as part of the Service remains the property of the Service Provider and may be uninstalled by the Service Provider after the provision of the Service



ends.

20. The Parties agree to mutually inform each other of any changes to the data specified in the Agreement.

4. Devices

1. For the execution of the Agreement, the Service Provider may allow the User to use devices owned by the Service Provider (by "ownership" in this Agreement, it is understood as any legal title granting the Service Provider the right to control and dispose of the devices).
2. The Service Provider is entitled to periodically inspect the proper functioning of the devices, with at least 3 days' prior notice to the User.
3. If a device is damaged or lost due to the actions or negligence of the User, the User may be charged the appropriate costs.
4. The Service Provider has the right and obligation to maintain and modernize the telecommunications network, which may cause interruptions in the provision of Services or deterioration in their quality. The terms and duration of maintenance and modernization are specified in the Agreement. To the extent technically possible, the Service Provider agrees to conduct maintenance and modernization activities during periods of least usage of the Services. Maintenance and modernization of the telecommunications network do not constitute a failure or malfunction under this Agreement and the Terms and Conditions.
5. The User is obliged to allow for the dismantling and immediate return, upon expiration or termination of the Agreement, of all devices and installations owned by the Service Provider in a condition no worse than that resulting from proper use.
6. Devices provided to the User for the purpose of providing Services remain the property of the Service Provider. The User agrees that, in the event of retaining any devices after the expiration or termination of the Agreement, they will be required to pay a contractual penalty of 1% of the gross purchase value of the devices for each day the devices are not returned or delayed in return.

5. Payment Terms, Payments, and Debt Collection

1. The User is obligated to pay for the Services throughout the term of the Agreement.
2. For prepaid Services, the Service Provider will issue proforma invoices in advance for each billing period, with a payment deadline of no less than 3 days. The billing period is one month, quarter, half-year, or year, depending on the chosen duration of the Services.
3. The payment of the proforma invoice triggers the issuance of a VAT invoice.
4. For postpaid Services, the Service Provider will issue VAT invoices for each billing period, with a payment deadline of no less than 14 days. The billing period is one month, quarter, half-year, or year, depending on the chosen period.
5. The VAT invoice is available in the Customer Panel and will be sent to the email address provided by the User in the Customer Panel. A dedicated address for invoice delivery can be added by the User after logging into the Customer Panel or during registration. By accepting the Terms and Conditions, the User agrees to the use of electronic invoices.
6. Accepted forms of payment, which the User can choose from, are presented in the transaction section of the website www.mevspace.com. The User can select a payment method from those currently available on the site.
7. The Service Provider is not responsible for the consequences of making a payment for prepaid Services during a period that does not account for the processing time.
8. If the User does not pay for the ordered Service (based on the proforma invoice), the Service



- will not be activated or will be deactivated.
9. If the User delays payment for postpaid Services, the Service Provider will notify the User of the intention to limit the provision of the Service, if the User fails to pay overdue amounts within 7 days from the date the notice is delivered.
 10. After the expiration of the deadline referred to in section 5.9, the Service Provider may restrict the provision of this service, unless it is technically unfeasible or economically unreasonable.
 11. If, after 7 days from the restriction or from the date the restriction would have been applied (if it were technically feasible or economically reasonable), the User does not pay the overdue amounts, the Service Provider will promptly notify the User of the intention to suspend the provision of the Service.
 12. If, within 3 days from the delivery of the notification mentioned in point 5.11, the User does not pay the overdue amounts, the Service Provider may suspend the Service.
 13. In the event of a complaint regarding the amount owed for the Service, the suspension of the Service may not occur until 21 days after the exhaustion of the complaint process, provided that undisputed amounts have been paid.
 14. If the Service Provider:
 - a) Restricted the provision of the Service,
 - b) Suspended the provision of the Service,the Service Provider will resume the Service within 3 days after receiving payment for overdue amounts.
 15. A separate fee may be charged by the Service Provider for the resumption of the Service, corresponding to the costs of reinstating the Service.
 16. If, within 7 days of suspension, the reasons for the suspension have not been resolved, the Service Provider will notify the User of the intention to terminate the agreement due to the User's fault, 7 days after the delivery of this notification, in case the User has not paid the overdue amounts.
 17. Notifications mentioned in sections 9, 11, and 16 will be delivered free of charge on a durable medium to the User's indicated contact address, email address, or other electronic communication medium, if the Service Provider allows the use of another medium.
 18. If the User persistently delays payment for the provided Service, the Service Provider will notify the User of the intention to suspend the Service. If the User does not pay overdue amounts within 14 days from the notification, the Service Provider may suspend the Service.
 19. The Service Provider may interrupt, suspend, or limit the provision of Services to the User in cases specified in the Agreement, as well as in connection with the provisions of section 7 and section 9. During the interruption, suspension, or limitation of Service provision, the User will still be liable for the full payment of the Services as per the Agreement. A separate charge may be applied for resuming the Service, equal to the subscription fee.
- 6. Trial Period of the Service**
1. The Service Provider may provide the User with trial services within the available technical capabilities.
 2. The purpose of the trial services is to allow the User to test their actual performance.
 3. The period for which the trial service is activated is determined individually with the User.
 4. The Service Provider is not responsible for any damages the User may incur while using the trial service, unless such damages occur due to the sole fault of the Service Provider.



7. Rights and Obligations of the User

1. The User agrees to exercise due diligence to ensure that third parties using the User's services provided by the Service Provider comply with the Terms and Conditions accepted by the User.
2. The User is obligated to make timely payments for the services in accordance with the Agreement.
3. The User is obligated to use the Service in accordance with its intended purpose, in a manner that does not violate applicable laws, is in line with good customs and social coexistence principles, does not violate the Terms and Conditions, and does not infringe the rights of third parties. In particular, the following actions are prohibited:
 - a) phishing,
 - b) IP spoofing and related activities,
 - c) sending unsolicited or unwanted messages in bulk (spam),
 - d) DDoS attacks,
 - e) violations of third-party rights, including copyright, personal rights, trademark rights,
 - f) any hacking attacks,
 - g) breaking or bypassing the security of any email systems, servers, websites,
 - h) promoting or publishing tools created for illegal activities, including breaking electronic security, such as tokens, keys, passwords, credit card numbers, and similar,
 - i) spreading viruses,
 - j) disseminating racist content,
 - k) network scanning - sending TCP or UDP packets to systems (of any type: computers, printers, routers) available through the TCP/IP network to check for open ports and available services.
4. The User is obligated to refrain from providing unlawful content as defined in the Act of July 18, 2002, on the Provision of Electronic Services (consolidated text: Journal of Laws 2020, item 344).
5. The Service Provider reserves the right to remove or block content that violates the Terms and Conditions or the law using any necessary technical means, including disconnecting the Service.
6. In the event of any claims being made by a third party against the Service Provider related to the provided Service, the User will take the necessary steps to protect the Service Provider from such claims and is obligated to reimburse any justified costs incurred by the Service Provider in defending against such claims.

8. Obligations and Declarations of the Service Provider (Telecommunication Confidentiality, Service Quality)

1. The Service Provider delivers services in accordance with applicable laws, 24 hours a day, 7 days a week.
2. The Service Provider commits to providing the User with access to a Client Panel for remote management of the Service, including making payments for issued proforma invoices or VAT invoices with a payment deadline (postpaid), as well as for remote monitoring and usage of the Services.
3. The Service Provider is obligated to resolve Service failures in accordance with the response times specified in the quality parameters (SLA) attached to the Agreement or made available



to the User upon request. This information is also available on the website www.mevspace.com.

4. Data limits, speed restrictions, other quality parameters of the Services, actions taken by end users themselves, and technical requirements and parameters set by content providers, application providers, and other services may affect Internet access Services, including slowing down the sending or receiving of data or limiting the availability or quality of content, applications, and services or their functionalities.
5. The Service Provider does not impose restrictions on access to or use of the Services provided under the Agreement, subject to actions the Service Provider is entitled to take in connection with security breaches and the integrity of the network.
6. In the event of a security or network integrity breach, or service disruption, the Service Provider, in consultation with the User, will immediately take steps to minimize any potential damage and restore proper Service functioning. The Service Provider will inform the User via email about the actions taken regarding network security or Services, as well as any threats related to the Service provided. The Service Provider is not responsible for failure to perform or inadequate performance of telecommunication services as a result of measures taken.
7. If required by a court ruling or administrative decision, to ensure compliance with European Union legislation and national law, or in the case of network failures or overloads, measures applied by the Service Provider may result in a decrease in the quality of Internet access services, which may include a decrease in speed, an increase in delay or delay variability, as well as packet loss or unavailability of certain resources.
8. The traffic management measures applied by the Service Provider do not result in violations of the User's personal data or privacy.
9. In the case of Internet access Services, the Service Provider declares the following parameters in the Agreement: maximum speed (the highest speed that can be provided during the Service provision). Significant deviations from the indicated speeds may lead to limitations or the inability to access content or other services. In the case of any regularly recurring significant discrepancies between the declared and actual quality parameters of Internet access services, the User has the right to submit a complaint.
10. The Service Provider ensures telecommunication confidentiality regarding:
 - a) data concerning the User,
 - b) the content of individual communications,
 - c) transmission data,
 - d) location data,
 - e) data about connection attempts between telecommunication network endpoints.

9. Liability

1. The Service Provider is responsible for non-performance or improper performance of the Agreement to the extent defined by the Terms and Conditions and/or the Agreement, unless the non-performance or improper performance of the Agreement is due to the fault of the Service Provider.
2. The User is entitled to a proportional refund of the fee paid for the period during which the Service was not provided for at least 3 hours continuously due to the fault of the Service Provider, amounting to 1/720 of the fee for each hour of non-performance of the Service. Non-performance of the Service is defined as the complete unavailability of the server or the Internet network, not caused by factors on the User's side. For the purpose of calculating the



- refund amount, a standardized figure of 720 hours of service in a month is assumed.
3. The Service Provider's liability for non-performance of the Service is limited to the amount of the fee paid by the User for the services provided by the Service Provider.
 4. Liability of both Parties for lost profits is contractually excluded.
 5. Neither Party is liable for non-performance or improper performance of the Agreement if it results from force majeure.
 6. The Service Provider is not liable for damages that occur due to the fault of the User or a person for whom the User is responsible, or for the User's failure to comply with the Terms and Conditions, the Agreement, or generally applicable laws.
 7. Regardless of the provisions of point 7.5 of the Terms and Conditions, the Service Provider has the right to block the Services and/or the User's Account in the Client Panel due to the User's fault in the following cases:
 - a) in case of an administrative decision or court ruling execution,
 - b) provision of false data or failure to update data and/or data aimed at, among other things, tax avoidance or failure to update the data. In such cases, the Service Provider will block the Services and/or the User's Account until the data is updated in a manner enabling legal billing and service provision,
 - c) in case of DDoS attacks on the User's Services. The Service Provider reserves the right to apply an automatic black hole mechanism, also known as blackholing,
 - d) if the User's actions threaten the stable operation of the systems and/or network and/or Services of the Service Provider, including activities listed in point 7.3.
 - e) in case of repeated reports regarding the use of the Service for sending spam or other activities listed in point 7.3,
 - f) in case of a chargeback order.
 8. The Service Provider guarantees the quality parameters of the provided services as indicated on the website www.mevspace.com.
 9. The User or their client assumes sole and full responsibility for the content, form, and materials placed on information carriers provided as part of the Services, in particular for:
 - a) compliance with third-party intellectual property rights,
 - b) compliance with the personal rights of individuals and legal entities,
 - c) published content that may violate privacy, ethical and social norms, as well as information that could endanger health and life, public order, and national defense, even if posted by the User or third parties,
 - d) activities specified in point 7.3 of the Terms and Conditions.
 10. The Service Provider does not conduct monitoring or provide backup copies for the User's servers and other services.
 11. The Service Provider is not liable for:
 - a) technical issues caused by incorrect configuration of the Service performed by the User, which may hinder or prevent the User from using the Service,
 - b) damages caused by improper use of the Service by the User or use that contradicts the Terms and Conditions,
 - c) problems with the functioning of the Services due to factors on the User's side, particularly related to lost passwords, changes to BIOS or firmware configuration made by the User, or sharing the Client Panel with third parties,
 - d) content placed by the User or third parties on servers provided as part of the Service,



- e) loss of data due to hardware failure, system failure, or other circumstances beyond the control of the Service Provider,
- f) actions caused by granting access under the Auxiliary Account rules,
- g) incorrect management by the User of password and access policies.

10. Unilateral Change of Agreement Terms

1. A User who is a natural person entering into an agreement directly related to their business activity, where it is clear that the contract does not have a professional nature based on the scope of their business activity, as indicated in the Central Register and Information on Economic Activity (CEIDG) – in accordance with Article 27/38a of the Consumer Rights Act of May 30, 2014 (consolidated text: Dz. U. 2020, item 344) – when the agreement is concluded outside the entrepreneur's premises or remotely, has the right to submit a declaration of withdrawal from the Agreement within 14 days from the conclusion of the Agreement, without providing a reason and without incurring any costs, except for costs related to the Services already performed.
2. To exercise the right to withdraw from the Agreement, the User must inform the Service Provider of their decision to withdraw from the agreement by means of a clear statement (letter sent by post to the Service Provider's address: MEVSPACE Sp. z o.o., ul. Augustyna Locciego 33, 02-928 Warsaw, Poland, or via email to: info@mevspace.com). To meet the deadline for withdrawal from the Agreement, it is sufficient to send the statement before the deadline expires. The User may use the withdrawal form template attached as Annex 1 to the Terms and Conditions.
3. In the case of withdrawal from the Agreement, the Agreement is considered as not concluded.
4. The right of withdrawal from an agreement concluded outside the business premises or remotely does not apply to the User referred to in point 10.1 in the following cases:
 - a) In the case of a contract for the provision of Services, if the Service Provider has fully performed the Service with the User's explicit consent, having been informed before the commencement of the service that after the Service Provider has performed the service, the right to withdraw from the Agreement would be lost.
 - b) In the case of a contract for the supply of digital content that is not stored on a tangible medium, if the performance of the service began with the User's explicit consent before the deadline for withdrawal from the Agreement and after being informed by the Service Provider about the loss of the right to withdraw from the Agreement.
5. The Service Provider also informs that by ordering services provided automatically by the Service Provider, the User loses the right to withdraw from the Agreement as soon as the service is provided, i.e., when the Service is made available to the User.

11. Unilateral Change of Agreement Terms

1. The Service Provider may make a unilateral change to the terms of the Agreement in the following cases:
 - a) the need for changes arises:
 - i. directly from changes in the law, particularly changes in VAT rates,
 - ii. from decisions issued by the President of the Office of Electronic Communications (UKE);
 - b) the proposed changes:
 - i. are exclusively beneficial to the User, including reducing the prices of Services or adding new Services,
 - ii. are purely administrative and do not result in negative consequences for the User.



2. In the event of non-acceptance of the changes mentioned in point 11.1, the User may terminate the Agreement, with the obligation to pay compensation equal to the total payment for the remaining billing periods until the end of the fixed-term Agreement. The deadline for exercising this right may not be shorter than the date the changes come into effect.
3. In the case referred to in point 11.1, the User must publish the content of the proposed changes on their website at least one month before the changes come into effect. This period may be shorter if the legal act requiring the changes is published less than a month before it comes into force, or if the deadline is determined by a decision of the President of UKE. However, the deadline for exercising this right may not be shorter than the date the changes come into effect.
4. Immediately after the publication referred to in point 11.3, the Service Provider:
 - a) delivers the information mentioned in point 11.3 to the User on a durable medium, and
 - b) informs the User on a durable medium about their right mentioned in point 11.2.

12. Complaint Procedure

1. The User may file a complaint for non-performance or improper performance of the Service, failure to meet the service parameters specified in the Agreement, failure by the Service Provider to meet the agreed deadline for concluding the Agreement, the start of service delivery, or incorrect calculation of charges for the service. Complaints should be submitted in writing to the Service Provider's address: MEVSPACE Sp. z o.o., ul. Augustyna Locciego 33, 02-928 Warszawa, Poland, or via email at info@mevspace.com, or using other remote communication methods specified by the Service Provider, as long as there are no technical obstacles.
2. The complaint must be submitted within 12 months from the last day of the billing period during which the service interruption ended, or from the day the service was improperly performed or was due to be performed, or from the day the invoice containing an incorrect calculation of charges was delivered. Complaints submitted after this period will not be processed, and the Service Provider will immediately notify the User of this. The date of submission is considered the day the Service Provider receives the complaint.
3. The complaint should include, in particular:
 - a) the name and address of the complainant (individual or company),
 - b) the subject and period of the complaint,
 - c) a description of the circumstances justifying the complaint,
 - d) the assigned number related to the complaint, customer registration number,
 - e) the date of the Agreement and the agreed service start date (for complaints about failure to meet the agreed service start date),
 - f) the amount of compensation or other claims under the Agreement or applicable law (if requested),
 - g) bank account details or the address for compensation payment, or a request for crediting against future payments,
 - h) the preferred method for the response to the complaint,
 - i) the complainant's signature (for written complaints).
4. If a complaint is submitted in person by the User, in writing, or orally for a protocol, the authorized person must immediately confirm its receipt. For complaints submitted in writing via postal mail, by phone, or electronically, the Service Provider must confirm receipt within 14 days of submission, unless a response is provided before this period expires. The confirmation



- must include the date the complaint was submitted and the name and address of the Service Provider's unit.
5. If a complaint submitted orally or in writing does not meet the conditions specified above, the authorized person representing the Service Provider receiving the complaint must promptly inform the User if additional information is needed to properly process the complaint. If the complaint is not supplemented, it will not be processed.
 6. If a complaint is submitted by any other method than specified above and does not meet the necessary conditions, the Service Provider will immediately request the User to supplement the complaint. A deadline of no less than 7 days will be provided for the User to supply the required information, with a warning that failure to do so will result in the complaint being disregarded. If the User does not supplement the complaint by the deadline, it will be considered unresolved.
 7. The Service Provider is required to resolve the complaint within 30 days from the date it was submitted. Resolution of the complaint means sending a response within this period, which will include information on whether the complaint is accepted or rejected, along with a justification. If the complaint is not resolved within 30 days, it is deemed accepted.
 8. The response should include:
 - a) the name of the department handling the complaint,
 - b) the date of the complaint submission,
 - c) the resolution (whether the complaint is accepted or denied),,
 - d) if compensation or another payment is awarded, the amount and the date of payment or indication it will be credited against future payments,
 - e) a note on the exhaustion of the complaint procedure and the right to pursue claims in court,
 - f) identification of the Service Provider's employee handling the complaint, with their name and position.
 9. In the case of a rejection of a complaint in whole or in part, the response must include factual and legal justification and must be delivered to the User by registered mail if the response is provided in paper form.
 10. The Service Provider confirms the receipt of a complaint and provides a response in paper form.
 11. With the User's consent, expressed in the complaint, in the Service Agreement, or in a separate declaration, the Service Provider confirms the receipt of the complaint and provides a response in electronic form to the indicated email address or using any other communication method specified by the User.
 12. If the complaint is submitted electronically, the Service Provider confirms receipt and provides a response in electronic form to the indicated email address or using any other communication method specified by the User. If the User does not specify an email address or another electronic communication method, the Service Provider confirms receipt and provides a response to the email address from which the complaint was sent or using the electronic communication method used by the User to submit the complaint.
 13. If the response sent by the Service Provider is not delivered to the User, the Service Provider will, upon the User's request, promptly resend the response, its duplicate, or a copy. The User, in agreement with the Service Provider, will determine the method, form, and manner of delivering the response, its duplicate, or copy. At the User's request, if the complaint is



rejected in whole or in part, the Service Provider will resend the response, its duplicate, or a copy by registered mail, regardless of the form in which the original response was sent. The Service Provider is not obligated to resend the response, duplicate, or copy if it is clearly evident that the response has been delivered to the User.

14. The User has the right to pursue legal action or use an alternative dispute resolution process for the claims specified, after exhausting the complaint procedure. The complaint procedure is considered exhausted if the complaint is not accepted or if the Service Provider does not pay the requested amount or grant a discount within 30 days from the date the complaint was accepted.
15. The procedure for alternative dispute resolution of consumer disputes is conducted by the President of UKE (Office of Electronic Communications), who is the entity authorized to handle such proceedings under the Act on Alternative Dispute Resolution of Consumer Disputes of September 23, 2016 (Dz.U. poz. 1823).

13. Assignment of Agreement

1. The User is not entitled to transfer their rights and obligations under the Terms and Conditions and Agreement to a third party without the written consent of the Service Provider.
2. For agreements concluded in postpaid form, appropriate annexes must be prepared.
3. If the User wishes to change the registered User's details ("Assignor") to another User ("Assignee"), the User is required to submit an appropriate order containing the entity's registration details to the email address: info@mevspace.com and perform the actions indicated in section 11.4. Upon receipt of the order, the change will be implemented by the Service Provider along with the new Billing Period, provided the order with complete details of the new User is submitted at least 7 days before the end of the current Billing Period ("Assignment"). Otherwise, such a change will be implemented starting from the next Billing Period.
4. To complete the Assignment, if the Assignee does not have an active account, the Assignee must create a User Account in the Client Panel at least 2 days before the end of the assigned Service. An active User Account is required to complete the Assignment. The Assignment from the Assignor to the Assignee takes place on the first day of the new billing period. In such a case, the pro forma invoice is issued by the Service Provider on the last day of the Service with the Assignee's details. The required payment term is 1 day. Failure to pay the pro forma invoice by the Assignee results in the termination of the Service.
5. In the case of creating a new User Account due to, among other things, data updates, the Service is transferred based on Assignment.

14. Processing of Personal Data

1. The Service Provider declares that in order to perform the Agreement, it processes personal data such as names, addresses, phone numbers, and email addresses provided by the User ("Personal Data") in accordance with the provisions of Regulation (EU) 2016/679 of the European Parliament and the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data, repealing Directive 95/46/EC (General Data Protection Regulation) (hereinafter: GDPR). The Administrator of the User's Personal Data is MEVSPACE Sp. z o.o., based in Warsaw (02-928), ul. Augustyna Locciego 33.
2. The Service Provider further declares that:
 - a) It processes Personal Data for the duration of the Agreement and after its completion for



- the purpose of fulfilling the Agreement and meeting the legitimate interests of the Service Provider based on Article 6(1)(a), (b), (c), and (f) of the GDPR,
- b) it has obligated employees, collaborators, or subcontractors who have access to Personal Data to keep this data confidential and to adhere to data protection mechanisms provided for in the GDPR,
 - c) it has implemented organizational and technical measures to ensure the security of Personal Data,
 - d) whenever possible, it will return or destroy all Personal Data immediately after the termination or expiration of the Agreement, unless applicable regulations impose an obligation on the Service Provider to retain such data for a longer period,
 - e) it will immediately inform the User about any security breach affecting the Personal Data and assist the User in addressing the consequences of such breaches,
 - f) if necessary, it will provide the User with support in responding to individual requests from data subjects exercising their rights under the GDPR.
3. In the event that the User is required to entrust the Service Provider with processing data under the applicable data protection regulations, the User is obligated to inform the Service Provider about this, in order to sign an appropriate data processing agreement.

15. Final Provisions

1. The Service Provider reserves the right to change these Terms and Conditions at any time, with at least 30 (thirty) days' notice to the User, provided that changes to the Terms and Conditions for existing agreements are possible only with the User's consent to the amended provisions of the Terms and Conditions. If the User does not agree to the change, they are required to notify the Service Provider in writing before the deadline specified in point 15.2.
2. Changes to the Terms and Conditions shall come into effect for existing agreements at the beginning of the new Billing Period, unless the applicable legal provisions that require the change of the Terms and Conditions specify a different date. Failure to accept the new provisions of the Terms and Conditions will result in the termination of the agreement at the end of the Billing Period or on the date specified by the legal provisions underlying the change of the Terms and Conditions.
3. In the event of discrepancies between the provisions of the Agreement and the Terms and Conditions, the provisions of the Agreement shall prevail.
4. The law applicable to these Terms and Conditions is Polish law.
5. Any disputes will be resolved by general jurisdiction, and in the case of a Consumer, they may be settled amicably through a procedure for the out-of-court settlement of consumer disputes by an authorized entity entered into the register of entities authorized to conduct such procedures, maintained by the President of the Office of Competition and Consumer Protection (UOKiK), at the request of the User or the Service Provider. Participation of the Service Provider in the out-of-court settlement procedure is voluntary; if the Service Provider does not agree to such a procedure, the Consumer User will be informed in writing or on another durable medium.
6. In matters not regulated by these Terms and Conditions, the relevant provisions of law shall apply.
7. These Terms and Conditions are effective from November 10, 2024.



Annex 1 to the Terms and Conditions

MODEL WITHDRAWAL FORM

(this form must be completed and sent only if you wish to withdraw from the contract)

MEVSPACE Sp. z o.o.,
ul. Augustyna Locciego 33,
02-928 Warszawa
e-mail: info@mevspace.com

- I/We(*) hereby inform you of my/our withdrawal from the sales contract for the following goods(*) / supply contract for the following goods(*) / contract for work involving the performance of the following goods(*) / provision of the following service(*)
- Date of conclusion of the contract(*) / receipt(*)
- Name(s) of the consumer(s)
- Address of the consumer(s)
- Email address of the account in panel.mevspace.com

Town, date

Signature(s) of the consumer(s)
(only if the form is being sent in paper version)

(*) Cross out what is not applicable.

